

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH DAKOTA  
SOUTHERN DIVISION

FILED  
DEC 09 2010  
CLERK

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BIRD HOTEL CORPORATION, and all  
others similarly situated,

Plaintiffs,

vs.

SUPER 8 MOTELS, INC.,

Defendant.

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Case No. 4:06-cv-04073-LLP

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**SETTLEMENT ENFORCEMENT ORDER #1**

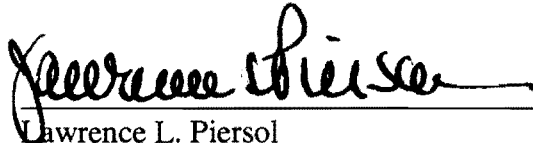
This matter comes to the Court pursuant to its retained jurisdiction to enforce the provisions of the Final Order and Judgment entered in this case on October 26, 2010. The deadline for appeal has now passed and the judgment is final. In accordance with the Settlement Agreement and Final Order and Judgment, the Court finds that the following disbursements from the Bird Hotel Corp. v. Super 8 Qualified Settlement Fund (hereinafter "Settlement Fund") administered by Rust Consulting, Inc. are appropriate. Accordingly,

**IT IS ORDERED:**

- (1) That the Defendant shall electronically transfer the settlement payment in the amount of **\$2,750,000.00** to the Settlement Fund administered by Rust Consulting, Inc. on December 10, 2010.
- (2) That as soon as practicable after the settlement funds have been received, the Settlement Fund shall issue the following checks as reflected on page one of attached Exhibit A:
  - a. Rust Consulting for Class Administration Fees: **\$11,404.27**
  - b. Johnson, Heidepriem & Abdallah for Class Counsel Litigation Expenses: **\$59,413.73**
  - c. Johnson, Heidepriem & Abdallah for Class Counsel Attorney Fees: **\$889,727.36**

- d. Bird Hotel Corporation for  
Class Representative Expenses: **\$10,000.00**
- e. Aggregate award for distribution to class: **\$1,779,454.64**
- (3) The checks for distribution to the class members shall be issued in accordance with the final column of the table in attached Exhibit A, which is based upon the pro rata formula adopted in the Settlement Agreement and approved by the Court.
- (4) Any additional class administration expenses shall be paid by Johnson, Heidepriem & Abdallah LLP.
- (5) The Court expressly retains jurisdiction for the purpose issuing any additional orders necessary to enforce the settlement agreement.

Dated this 9<sup>th</sup> day of December, 2010.

  
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Lawrence L. Piersol  
United States District Judge

ATTEST:  
JOSEPH HAAS, CLERK

BY:   
(SEAL) (DEPUTY)